



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Massachusetts State Office
Thomas P. O'Neill, Jr., Federal Building
10 Causeway Street
Boston, MA 02222-1092
<http://www.hud.gov/cts/ctshome.html>

DATE ISSUED: July 1, 1997

REQUEST FOR PROPOSAL: H01R97000900000

CLOSING DATE: August 1, 1997

CLOSING TIME: 2:00 P.M.

Dear Prospective Offeror:

Attached is your Request for Proposal (RFP) H01R97000900000, Real Estate Property Closing Agent for the State of Rhode Island.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulations (FAR). Identified below are certain items of importance and their location in the RFP.

1. Statement of Work in Section C.
2. Your Business Proposal must include the following items:
 - Standard Form 33, Solicitation, Offer and Award
 - Pricing, Section B, Page 2
 - Certification and Representation, Section K
3. Factors for Award are in Section M
4. Instructions and Conditions concerning the proposal preparation and submission are in Section L, Page 3
5. Time and due date for offers are in Block 9 of the SF-33.
Address for receipt of proposals is in Block 7 of the SF-33.
6. Contact person for additional information is in Block 10 of the SF-33.

Certain contract clauses cited in the RFP are provisions of the FAR and are incorporated by reference, as allowed by the FAR. Interested offerors who wish to refer to the full text of a clause may contact this office, local libraries or may purchase a copy of the FAR from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

NOTE: We are required to notify all offerors within three (3) days after contracts are awarded. To help us comply with this requirement, please provide your FAX telephone number in your proposal.

OFFEROR ALERT!

IF YOU OBTAINED THIS SOLICITATION FROM A SOURCE OTHER THAN HUD OR IF YOU DOWNLOADED IT FROM HUD'S INTERNET HOME PAGE, YOU WILL **NOT** AUTOMATICALLY RECEIVE ANY AMENDMENTS TO IT.

If you received this solicitation as a result of a written request to to the issuing office **WILL** receive all amendments.

All amendments will be posted on HUD's Home Page at:

<http://www.hud.gov/cts/ctsoprty.html>

You are advised to check HUD's Internet Page periodically for any amendments to this solicitation.

Amendments may also be requested from this office issuing this solicitation.

You should carefully review the entire RFP if you intend to submit a proposal. If you have any questions concerning this solicitation, please contact Greta Turner at
(617) 565-8883.

Sincerely,

Richard E. Weston
Contracting Officer

Encl

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1		OF 71 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. H01R9700900000		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) <input checked="" type="checkbox"/>		5. DATE ISSUED 7/1/97		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U.S. Dept. of HUD, ASC1, Massachusetts State Office, Contracting Division, Thomas P. O'Neill, Jr., Federal Bldg., 10 Causeway St., Room 365, Boston, MA 0222-1092				8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 4 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 365 (See Item 7) until 2:00 pm local time 8/1/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Greta O. Turner		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (617) 565-8883	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B-1 SERVICES

This contract is for sales closing services for single family (1-4 dwelling units) properties owned by the U.S. Department of Housing and Urban Development (HUD) within in the State of Rhode Island.

ARTICLE B-2 CONTRACT DEFINITION - INDEFINITE-QUANTITY
(AS 104 MAR 97)

This is an Indefinite-Quantity contract as defined at Subpart 16.504 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-22, Indefinite-Quantity. Services or supplies provided by the contractor under this contract shall be secured by the issuance task orders placed in accordance with Section C, Statement of Work and clauses at Section I, FAR 52.216-18, Ordering and FAR 52.216-19, Delivery Order Limitations.

ARTICLE B-3 MINIMUM/MAXIMUM QUANTITIES

A. Minimum Quantity

The Government shall order a minimum of one (1) sales closing service under this contract in each year of the contract.

B. Maximum Quantity

The Government does not guarantee a maximum quantity. However, the maximum number of sales closing services to be ordered shall not exceed 200 closings in each year of the contract.

ARTICLE B-4 ESTIMATED QUANTITIES

(a) The Government estimates that 200 of real estate closings will be assigned during each year of the contract period and of that 190 will be third party closings.

(b) This is an **estimate only** and does not represent a guarantee of work to be assigned.

ARTICLE B-5 FIXED PRICE

(a) As total compensation for all services performed in accordance with delivery orders issued hereunder and with the Statement of Work (Section C), the Contractor shall be paid as follows:

- (1) For closings conducted by the Contractor, the fixed unit prices per sale closed as follows:

<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>
\$_____	\$_____	\$_____

or

- (2) For third party closings at which the Contractor represents HUD (see Section C, C.2.(b)(21)), the fixed unit prices per sale closed as follows:

<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>
\$_____	\$_____	\$_____

(b) Aborted closings. Should a sale not close, despite good faith efforts by the Contractor, the Contractor shall be paid 25 percent of the fixed unit prices per closing set forth in B.5(a) (1) above.

(c) In no case shall the contractor be authorized to earn any interest income (such as escrow account interest float income) as a result of services provided under this contract.

(d) The contractor may not collect from any party, any fees for services required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in B.5(a)(1). If the purchaser or purchaser's lender demands additional services, such as title examination and/or insurance, outside of the contract duties, and such services are performed by the contractor, the contractor must look outside of this contract for payment for those services.

(See also Section G.4 Payments and Voucher Submission herein)

ARTICLE B-6 ALLOWABLE CLOSING EXPENSES

The Contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at times of closing by the Contractor from HUD's sales proceeds. In the event that the sales proceeds are insufficient to pay the allowable expenses, the Contractor shall advance payment for any excess expenses and request reimbursement for HUD. (See Section G, G-4, Payment & Voucher Submission)

(a) Closing/Financing Costs. Pay actual closing/financing costs, not to exceed the amount specified in item 5 of the Sales Contract (Section J, Attachment 1 herein).

(b) Real Estate Broker's Commission. Pay the amount shown in item 6 of the Sales Contract.

(c) Wire Transfer Fee. Charge the actual cost for the wire transfer of sales proceeds to HUD, include it with settlement charges to the seller on line 502 of the Form HUD-1, (Section J, Attachment 2 herein) and conduct the cost from the net proceed due HUD.

(d) Unpaid Real Estate Taxes, Liens and Association Fees. Identify in advance of the scheduled closing any amount related to these items which are owed to HUD. Contact local taxing authorities and the Governmental Technical Representative (GTR) to verify that payment is appropriate.

(e) Recording Fees. Unless the purchaser has requested HUD to pay recording fees (Item 5 of the Sales Contract) and HUD has agreed to pay (Item

B.6 (a) above), collect from the purchaser the appropriate amount for recording fees.

(f) Sales Incentives. Per HUD's instructions, pay appropriate sales incentive bonuses to buyer or selling broker or as specified.

(g) Closings Not Held In Designated Office(s). No extra fee (travel or otherwise) shall be charged by the Contractor for closings which occur in an office not identified in the contract as the Contractor's office or affiliated office. Closings are to be held at sites mutually agreed to by purchaser, lender and closing agent. It is expected that the closing agent will perform closings within a generally accepted geographical area in proximity to the property.

(h) Repair Credits. Per HUD's instructions, pay all appropriate bills for repairs or other services necessary to consummate the sale.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C-1 DESCRIPTION

This contract is to provide sales closing services for single family (1-4 units) properties owned by the Department of Housing and Urban Development (HUD) within the State of Rhode Island.

The primary objectives of this contract are to ensure that:

- (a) The sale of all properties assigned to the contractor close within the time stipulated by the Sales Contract.
- (b) Prompt and accurate payment of all closing charges is made.
- (c) The net proceeds of each sale are deposited to a non-interest bearing escrow account and request is initiated for the wire transfer of the proceeds via FEDWIRE to HUD's account with the U. S. Treasury of the day of the closing or no later than the next banking day.
- (d) The complete closing package is submitted to HUD within two (2) working days after the closing.

ARTICLE C-2 SPECIFICATIONS/WORK STATEMENT

1. Work Assignments

HUD will make the closing assignments to the contractor through the issuance of tasks orders. Orders may be placed in writing, by FAX or orally by HUD. Telephone or FAX orders will be confirmed by a written task order within five (5) calendar days.

The GTR or designee shall provide the Contractor with a closing package consisting of the following:

- (a) HUD Form 9548, Sales Contract with any addendum
- (b) Title evidence
- (c) SAMS Form 1103, Wire Transfer Transmittal
- (d) Documentation regarding rents due to HUD (when purchaser is HUD's tenant)
- (e) Bulk sales listing (if applicable)
- (f) Copies of paid local real property tax bills and other local charges when available
- (g) Copy of the original recorded mortgage
- (h) Copy of the HUD 27011 Part A of Claim

2. Contract Duties:

The Contractor shall furnish the necessary services, personnel, material, equipment and facilities to complete the following services within the times herein specified:

- a. Establish individual property files and maintain in numerical sequence by FHA number as stated on the Sales Contract. Include the Purchaser's name and address.
- b. Coordinate with purchaser, broker and if appropriate, mortgagee to establish a firm closing on or before that date specified in Item 9 of the Sales Contract.

Files are sent to the Contractor immediately after the Sales Contract is executed by HUD. The letter transmitting a copy of the fully executed sales contract to the broker advises the broker to contact the Contractor to schedule the closing.

The Contractor will prepare a letter, the form of which to be provided or reviewed by the Field Office, to the broker, advising that the sales contract will expire within ___ days and request the broker to contact an individual at the Contractor's office to make arrangements for the closing. This letter is to be mailed out 21 days after the sales contract is signed by HUD. A copy of this letter is to be sent to the Field Office.

- c. Review Title and Title Evidence submitted by Mortgagee: [title evidence is submitted by the mortgagee to the Field Office within 45 days after the date the deed was filed for record.] The Field Office will transmit to the Contractor the title evidence (the "Title Package") submitted by the mortgagee.

NOTE: If the contractor is reviewing title information, it cannot have been involved in title work related to the foreclosure action resulting in HUD acquiring property.

- i. Review of Title Package for Completeness:
- d. The Contractor will first review the Title Package to determine that all of the following required documents have been submitted by the mortgagee:
 - I. Copy of Single Family Application for Insurance Benefits - Part A - Fiscal Data, Form 27011 Part A
 - ii. Copy of the mortgage instrument containing a complete legal description of the property.
 - iii. Copy of the deed sent for recordation. (The original deed is sent to the Field Office only after actual recordation. The date of acquisition of title is the date the deed or other document conveying title is filed for record.)
 - iv. Fee or Owner's Title Policy (This is the form of title evidence which is submitted in most cases. The mortgagee, pursuant to 24 CFR 203.385 may also submit the following forms of title evidence; (a) Mortgagee Policy of Title Insurance, (b) abstract and Legal Opinion, (c) Torrens or Similar Title Certificate or (d) Title Standard of U. S. or

State Government. (See 24 CFR 203.385, copy attached, for a detailed description of these types of title evidence.)

- e. If the Title Package is incomplete, the Contractor will mail the Title Package to the mortgagee with a memorandum identifying the missing document(s) within five (5) days of receipt of the Title Package by the Contractor. A copy of the memorandum will be sent to the Field Office at the same time.
 - i. Review of Title Package for Adequacy and Review of Title.
- f. If the Title Package is complete, the Contractor will then review the Title Package to determine that the title evidence submitted by the mortgagee is adequate. At the same time, the Contractor will obtain a 50 year title search on the property.

A. Title Package Review

1. Deeds.

- a) Deeds are to be recorded in the name of the "Secretary of Housing and Urban Development, his successors and assigns" with the address of the Field Office.
- b) The property description is to be compared with that in the mortgage and the Fee or Owner's Title Policy.

2. Title Evidence/Fee or Owner's Title Policy.

- a) Schedule A:

Date and Time of Policy: on or after date of recordation of Deed to HUD. If no date and time is noted on copy of Deed, refer to block 10 of Single Family Application for Insurance Benefits - Part A - Fiscal Data, Form 27011.

Amount of Insurance: Amount of the outstanding principal balance of the loan. Refer to Block 17 of Single Family Application for Insurance Benefits - Part A - Fiscal Data, For 27011.

Name of Insured: Secretary of Housing and Urban Development, his successors and assigns.

Signature of Agent: Title evidence must be signed by an agent of the issuing company or attorney to evidence a valid issuance.

- b) Exhibit A

The property description in the title evidence must agree with that shown in the mortgage and Deed.

c) Schedule B

The evidence of Title shall show that, according to the public records, there are not, at such date, any outstanding prior liens, including any past due and unpaid ground rents, general taxes or special assessments.

If, upon completion of the review of the Title Package by the Contractor, the Contractor determines that there are deficiencies/inadequacies in the Title Package, the Contractor shall send a memorandum to the mortgagee (and a copy to the Field Office) identifying the deficiencies/inadequacies in the Title Package.

OR

If, upon completion of the review of the Title Package by the Contractor, the Contractor determines that there are no deficiencies/inadequacies in the Title Package, the Contractor shall send a memorandum of title approval to the mortgagee and copy to the Field Office.

The appropriate memorandum shall be mailed within seven (7) days or receipt of the Title Package by the Contractor.

The Contractor will review the mortgagee's response to its memorandum indicating deficiencies/inadequacies in the Title Package. The Contractor shall send a memorandum to the mortgagee (and a copy to the Field Office) advising whether or not the deficiencies/inadequacies in the Title Package have been resolved.

The memorandum shall be mailed within seven (7) days of receipt of the mortgagee's response by the contractor.

3. Review of Title

The contractor will review the 50 year title search in order to accurately determine the marketability of title. Title conveyed to the Secretary must be good and marketable. Defective title is a condition which precludes the conveyance of good and marketable title by the Secretary to a purchaser.

- a. If the Contractor's review of the 50 year title search results in its conclusion that title to the property is acceptable to prudent lending institutions and leading attorneys generally in the community in which the property is situated, the Contractor is to consider the title as good and marketable and provide the Field Office with a memorandum advising of its conclusion.
- b. If the Contractor's review of the 50 year title search results in its conclusion that title to the property is **not** acceptable to prudent lending institutions and leading attorneys generally in the community in which the property is situated, the Contractor is to consider the title as defective. Upon concluding that the title is defective, the Contractor shall send a memorandum to the mortgagee (copy to the Field Office) advising the mortgagee of its conclusion and setting forth the identified title defects. The Contractor shall advise the mortgagee that it

must clear these title defects as soon as possible. Contractor shall also advise the Field Office whether or not the identified title defects can be cleared by the mortgagee within a reasonable time. (The Contractor is advised that the defects identified as falling within the scope of **24 CFR 203.389** do not constitute title defects for the purpose of this review.)

Title Review memoranda shall be mailed by the Contractor within 8 (eight) days of receipt by the Contractor of a complete Title Package.

- c. Provide pick-up and delivery service to the GTR before 3:00 PM daily. This service shall be used for all closings regardless of where they take place. Mailing of the closing packages to HUD is unacceptable.
- d. Prepare deed. Deed forms specified by each HUD office for its contract are to be used and forwarded to the GTR within 10 working days of the initial assignment. Include advice on any title or tax problem. HUD holds the Contractor responsible for accurate preparation of deeds.
- e. Verify that all rental monies due HUD have been paid outside settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payment is made prior to title changing hands.
- f. Explain all closing papers and documents to purchaser
- g. Administer request by broker for extension of sale closing date. Request must be in writing (Section J, Attachment 5) and accompanied by full non-refundable fee (cash, cashier's or certified check, money order) as required by HUD. Upon receipt of an extension request:
- i. Telephonically advise the GTR or other HUD designated staff member of extension request.
 - ii. Complete Part II of the request form according to HUD's decision and advise sales broker accordingly.
 - iii. If request is denied by HUD, return extension fee to broker within 24 (twenty-four) hours of HUD's denial with instructions that sale must be closed by previously scheduled date.
 - iv. At closing, extension fee is not to be applied to the amount due from purchaser unless sale closes prior to expiration of the extension. In such case, purchaser is to be credited with any unused portion of the fee, computed on a daily basis.
 - v. Include the full amount of the extension fee on lines 104 and 404 of the Form HUD-1. If the purchaser is credited with any portion of the extension fee, include the credited amount on lines 206 and 506 of the HUD-1.
- h. At Closing:
 - i. Complete all documents necessary to provide a

complete closing, including the Settlement Statement (HUD-1), deed, note and mortgage or deed of trust, if applicable.

- ii. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit purchaser with appropriate amount.
 - iii. Unless payable by HUD (see B.4.e), collect recording fees from purchaser and record deed. Under no circumstances shall the recording of the deed be left to the purchaser.
 - iv. Accept only cash, a certified or cashier's check or money order made payable to Contractor.
 - v. Record the wire transfer fee in Section L, Additional Charges of HUD-1. Include this same fee on line 502 of HUD-1.
- i. From HUD's sale proceeds, pay any allowable expenses identified in Section B which are due and payable at the time of closing. The GTR must be kept fully informed of these transactions.
- j. After closing:
- i. On the day of the closing or the next banking day, deposit the sales proceeds and using the SAMS 1103, Wire Transfer Transmittal, provided by the Field Office, initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by Treasury and which are presently used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System: (Note: The Contractor may utilize a direct on-line wire request transfer system in lieu of using form SAMS-1103.
 - ii. Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1, Settlement Statement was wire transferred via FEDWIRE to HUD using the correct case number. If funds are transferred by means other than FEDWIRE, due to electrical malfunction, the Contractor must obtain typed verification with bank teller date stamp and initials.
 - iii. For bulk sales, complete the Bulk Sales Listing provided by the Field Office and forward and fax a listing showing the FHA case number of the Actcode, property address, net sales proceeds for each property included in the sales to HUD, ATTN: Real Property Branch, P. O. Box 44813, Washington, DC 20026-4813, immediately following closing. A copy of this listing must also be forwarded to the local HUD Office with the closing documents.
 - iv. On the day of the closing or the next working day, file the deed for record and notify the GTR of the date of such filing in the report required in subparagraph (O) below.
- k. After closing, notify the following in writing and provide

the GTR with copies of notifications:

- i. Real Estate Asset manager (REAM)
 - ii. Selling Broker (unless present at closing)
 - iii. Taxing Authority (ies)
 - iv. Other, Local Office
- l. Complete the transmittal of Closing Information, Form HUD-9589 (Section J, attachment 7); return form to HUD with closing package (see m below). For bulk sales, prepare a separate HUD-9589 for each property included in the bulk sale.
- m. Deliver the closing package to the GTR, in a manner prescribed by the GTR within two (2) working days after the closing. (See penalty provision, Section F, applicable to this item.)
- n. Explain and correct any errors or adjustments to the settlement statement as requested by HUD or the purchaser arising after settlement.
- o. Send Letters:
 - i. To the purchaser and broker within ten (10) days prior to sales contract deadline if a firm closing date has not been established.
 - ii. To purchaser and broker within one (1) work day advising that closing deadline has passed and that the broker should contact HUD for additional instructions.
- p. Provide to the GTR a weekly report of all cases assigned to the contractor, divided into three categories:
 - i. cases whose closing dates have not yet arrived
 - ii. cases which have failed to close by the deadlines
 - iii. cases closed during the reporting week

The report shall be delivered to the GTR by noon of the first business day of each week. At a minimum, the report shall provide the information as shown in Section J, Attachment 6.

NOTE: Under no circumstances is an extension beyond the established closing deadline to be granted without HUD's approval. If a case is not closed by the scheduled date and not extended by HUD, the closing papers are to be returned to the GTR within the time stated by the GTR, together with a statement describing the actions taken to close the sale.

- q. Maintain a complete record of each closing, keeping all information confidential as directed by the GTR. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records to the GTR immediately upon request.

Minimum records to be maintained include:

- i. Bank statements and proof of deposit for special bank accounts.
- ii. Proof of wire transfers of proceeds

- iii. Cancelled checks for disbursement, containing the property address and notation of types of expenses
- iv. Log of all payments, recorded separately, received from HUD showing FHA number, date, amount, purpose and whether payment was made at or outside of closing
- v. Copies of each document related to each closing performed
- r. Upon request of GTR, provide copy of monthly bank statement no later than ten (10) working days following statement ending date.
- s. Title Documents:
 - i. Store title documents (title policy, deed, etc.) that are the property of HUD in a secure cabinet furnished by the contractor; file any additional documents; extract the title documents that reflects properties sold and provide to purchaser and maintain supervision and custody of these records.
 - ii. Complete title document files must be returned immediately to the GTR upon request and/or contract termination or completion.
- t. Maintain a supply of the following forms:
 - i. Special Quitclaim deed FHA Form No. 1729
 - ii. Settlement Statement, HUD-1
 - iii. HUD 9589 (if completion of form is required of contractor)
- u. Physically represent HUD at closings being conducted by third party closers. Ensure that the HUD-1 is accurate, the proper amount of the sales proceeds is deposited within one (1) banking day of closing, the request for wire transfer of the proceeds is initiated, the sales closing package is forwarded to HUD within two (2) working days of the closing and the deed is filed for recordation.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION D - PACKAGING AND MARKING

ARTICLE D-1 PAYMENT OF POSTAGE AND FEES

All postage and shipping costs related to the submission of information (including reports and forms) required by this contract shall be paid by the Contractor. The unit prices per closing specified herein are inclusive of all postage and shipping costs.

ARTICLE D-2 MARKING

All information submitted to the Government under this contract shall be clearly marked with the contract number and property case numbers (if applicable).

ARTICLE D-3 ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E-1 ACCESS TO RECORDS

Upon reasonable notice, the Secretary of HUD or its duly authorized representative(s) shall have full and free access to all the books, documents, papers and records of the Contractor that are pertinent to activities under the contract, including all those books, documents, papers and records which are needed to determine whether the Department was properly billed. Upon expiration or termination of this contract, the Contractor shall, within five (5) working days of notification, provide the Contracting Officer or his/her designee, all individual files, records and any unused Government forms or documents related to this contract.

ARTICLE E-2 2452.246-70 INSPECTION AND ACCEPTANCE (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Block 11 of the SF-26 or other individual as designated by the Contracting Officer or GTR.

ARTICLE E-3 52.246-4 INSPECTION OF SERVICES - FIXED PRICE
(AUG 1996)

- (a) Definitions: "Services" as used in this clause, includes services performed, workmanship and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contracts requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall required subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) Require the Contractor to take necessary action to ensure that

future performance conforms to contract requirements; and

- (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such services; or
 - (2) Terminate the contract for default.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F-1 PERIOD OF PERFORMANCE

(a) Performance under this contract shall be for a period of 12 months from the effective date of the contract, with two options to extend for a period of one year each. If any options to extend the term of the contract are exercised, the period of performance shall extend through the end date of the option(s).

(b) Task orders may be issued under this contract for a period of twelve (12) months from the effective date of the contract. If any options to extend the term of the contract are exercised, the ordering period shall extend through the end date of the option(s). The Contractor shall continue work on all task orders issued prior to the expiration of the contract until all such work is completed, unless otherwise directed by the GTR.

ARTICLE F-2 DELIVERABLES SUBJECT TO LIQUIDATED DAMAGES

(a) The following deliverables are subject to Liquidated Damages at the rate specified below:

(1) Delivery of final closing package (per day late) \$6.24.

(2) Compliance with wire transfer procedures as detailed in Section J. Attachment 4, herein (per day late):

Days Late

Wire Transfer Amt. x .05 x 360 = \$_____.

The percentage rate (.05) cited in the equation above is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (1 TFM 6-8000). The current rate is valid through December 31, 1997.

(b) In the event that liquidated damages are assessed for specific closing case(s), the Contractor shall submit his/her payment to the Government by attaching a check for the amount of such damages to the specific closing package(s) submitted to HUD.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G-1 2452.237-73 CONDUCT OF WORK (ALTERNATE I) (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is *_____ or successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of: *_____.

(c) The GTR shall provide direction on contract performance. Such directions must be within the contract scope of work and may not be of a nature which:

- (1) institutes additional work outside the scope of the contract;
- (2) constitutes a change as defined in FAR 52.243.1;
- (3) causes an increase or decrease in the cost of the; contract
- (4) alters the period of performance or delivery date;
- (5) changes any of the other express terms or conditions of the contract. *To be determined upon award.

ARTICLE G-2 ORDER PROCEDURES

(a) The Government will obtain the services required under contract by the issuance of written tasks orders. Orders may be placed telephonically or by facsimile (fax) machine by the authorized official (see b. below). Telephone or fax orders will be confirmed by an original written task order within five (5) work days.

(b) The following individuals are authorized to issue orders under this contract:

ARTICLE G-3 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any to the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer; provided that the Contracting

Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, appropriate.

Name: _____

Title: _____

Name: _____

Title: _____

ARTICLE G-4 PAYMENTS AND VOUCHER SUBMISSION

- (a) Payments for all services shall be made at the time of the property sales closing from the sales proceeds, except that in cases where such sales proceeds are inadequate to fully pay the unit price per closing specified in Section B, paragraph B.5, the Government agrees to pay the difference. The Government also agrees to reimburse the Contractor for any allowable closing expenses paid by the Contractor due to insufficient sales proceeds on a dollar for dollar basis. The Contractor will complete SAMS 1106, Invoice Transmittal, (see Section J, attachment 7), for payment as directed by the GTR.
- (b) The Contractor shall submit an original and two (2) copies of vouchers or SAMS 1106 form to the attention of the person placing the task order:

U.S. Department of Housing and Urban Development
Single Family Housing Division
10 Weybosset Street
Providence, RI 02903-3234

- (c) Each voucher shall contain the Contractor's name and address, contract number, services performed, date service performed, property address, case and voucher date.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H-1 ESCROW ACCOUNT

The Contractor shall establish a separate non-interest bearing escrow account for all proceeds in the name of the contractor with the restriction "As Trustee for the U.S. Department of Housing Development". Since it is more a matter of individual bank policy than a standard operating procedure as to the length of time check is held, most certified/cashier's checks will clear in overnight processing. The escrow account, therefore, shall be established in a bank that gives credit for the deposited check immediately upon clearance, will issue a receipt for the deposit and which has the capacity to transmit all of the information contained in SAMS Form 1103, Wire Transmittal, in the exact format shown. If at any time the Contractor is unable to continue compliance with these requirements, the Contractor shall immediately notify the GTR. Such notification shall describe the efforts exerted by the Contractor to comply and shall include proposed actions to achieve compliance.

ARTICLE H-2 BONDING

The Contractor will be covered under HUD's national blanket bond. Prior to performing any work under this contract, the Contractor must have knowledge, in writing, subrogation rights of the surety(ies). (See Section J, attachment 8.)

ARTICLE H-3 DISCOUNTS

The Contractor shall give the Government full credit for all discounts of any nature obtained by the Contractor in the conduct of the contract.

ARTICLE H-4 RECORDKEEPING

The Contractor shall maintain such accounting records as are required by the Government and shall provide specific information regarding such records and relative to the operations under the contract when requested by the Government. At a minimum, accounting records shall include cash receipts and cash disbursement register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account.

ARTICLE H-5 EXAMINATION OF RECORDS

The Government shall have the right to examine the books and other data of the Contractor regarding the contract at any time. HUD shall maintain its official property records in connection with HUD property under the contract. Title to the packages remain with HUD. The Contractor will maintain adequate control records in accordance with sound industrial practice and will make the records available for HUD's inspection at all reasonable times. Performance will be periodically monitored within the guidelines of Notice H92-93, "Single Family Accounting Management System Internal Controls". Ordinarily, these reviews will be on a bi-monthly basis or, depending on the various requirements, more frequently.

ARTICLE H-6 FINANCIAL RESOURCES

The Contractor shall have adequate financial resources to perform the contract requirements, including the ability to advance funds to the special escrow account when proceeds of a sale are not sufficient to cover disbursements (\$5,000-\$10,000 per month) or for other required advances. The advancement of funds will be reimbursed by HUD approximately 60 days after submission of an invoice. **In addition, the Contractor must submit evidence of an acceptable credit rating.**

ARTICLE H-7 LICENSES

The Contractor shall have all necessary licenses, permits and approvals as required by state and/or local law to meet the requirements of the contract at the time at the time designated for receipt of proposals. **The Contractor shall be a member of the Bar of the state wherein services are performed.**

ARTICLE H-8 FACSIMILE COSTS

The Contractor shall ensure high quality, plain paper (thermographic type service is unacceptable) facsimile service for incoming and outgoing documents is available in the Contractor's office. All costs to provide facsimile services shall be borne by the contractor.

ARTICLE H-9 DAYS AND HOURS OF OPERATIONS

As a minimum, the Contractor shall maintain a fully staffed and equipped office within the geographic area necessary to perform all actions required by this contract during standard operating hours of 8:00 am to 5:00 pm, Monday through Friday. For the purposes of this contract, the Contractor shall observe the same holidays as Federal agencies.

ARTICLE H-10 CONFLICT OF INTEREST

The Contractor shall not be permitted to directly perform work on any case for which there may be a conflict of interest. A conflict of interest may arise if the Contractor performed work or was involved in the legal work related to the foreclosure action which resulted in HUD's acquisition of a property which may be assigned to the Contractor under this contract for either review of title evidence received by HUD upon its acquisition of the property or an examination of the title beginning with the date of HUD's acquisition. The fact that a conflict of interest may occur does not relieve the contractor from the responsibility of ensuring that the services requested are performed in accordance with the contract requirements; the Contractor shall have an acceptable method in place of identifying potential conflicts of interest and ensuring that the work they are precluded from accomplishing themselves is accomplished as required.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION I - CONTRACT CLAUSES

ARTICLE I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE JUN 1988

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-9	Requirement for Certificate of Procurement Integrity - Modification	(SEP 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation of Payments to Influence Certain Federal Transactions	JAN 1990
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	AUG 1996
52.215-33	Order of Precedence	JAN 1986
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	OCT 1995
52.219-14	Limitations on Subcontracting	OCT 1995
52.220-3	Utilization of Labor Surplus Area Concerns	JUL 1995
52.222-1	Notice to the Government of Labor	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.223-6	Drug-Free Workplace	JAN 1997
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.229-5	Federal, State and Local Taxes	JAN 1991
52.232-1	Payments	APR 1984

52.232-8	Discounts on Prompt Payment	APR 1989
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	MAR 1994
52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price	AUG 1987
	--Alternate I (APR 1984)	
52.242.15	Stop-Work Order	AUG 1989
52.242.17	Government Delay of Work	APR 1984
52.249-4	Termination for Convenience of the Government (Services)(Short Form)	AUG 1984
52.249-8	Default (Fixed-Price Supply and (Services)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
2452.203-70	Prohibition Against the Use of Federal Employees	DEC 1992
2452.209-72	Organizational Conflicts of Interest	APR 1984
2452.222-70	Accessibility of Meetings, Conferences and Seminars to Persons with disabilities	JUL 1988
2452.222-71	Reproduction of Reports	APR 1984

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or be electronic commerce methods only if authorized in the Schedule.

ARTICLE I-2 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 100;

(2) Any order for a combination of items in excess of 200;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitation in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

ARTICLE I-3 52.216-22 INDEFINITE QUANTITY OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

ARTICLE I-4 52.217.8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

ARTICLE I-5 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT
MAR 1989

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 36 months.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION J - LIST OF ATTACHMENTS

ARTICLE J-1 LIST OF ATTACHMENTS

<u>Identifier</u>	<u>Title</u>
1.	Sales Contract, HUD-9548 with Attachment
2.	Settlement Statement, HUD-1
3.	SAMS Form 1103, Wire Transfer Transmittal with Instructions
4.	Bulk Sales Listing
5.	Request for Extension of Closing Date
6.	Weekly Report Format
7.	SAMS Form 1106, Invoice Transmittal
8.	Subrogation Acknowledgement
9.	Sample Delivery Order
10.	Contents of a Closing Package
11.	Transmittal of Closing Information, HUD-9589

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR QUOTERS

ARTICLE K-1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE (APR 1985)
DETERMINATION

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

ARTICLE K-2 52.203-8 CANCELLATION, RESCISSION AND (JAN 1997)
RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c) or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 29(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law, regulation or under this contract.

ARTICLE K-3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting

income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

ARTICLE K-4 52.209-5 CERTIFICATION REGARDING DEBARMENT (MAR 1996)
SUSPENSION, PROPOSED DEBARMENT AND
OTHER RESPONSIBILITY MATTERS

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

ARTICLE K-5 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

ARTICLE K-6 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: _____

_____ (list names, titles, and telephone numbers of the authorized negotiators).

ARTICLE K-7 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract from this solicitation ___intends,___does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, Code)	Name and Address of Owner and Operator of the Plant of County, State, Zip Facility, if other than Offeror or Quoter
---	--

_____	_____
_____	_____
_____	_____

ARTICLE K-8 52.219-1 SMALL BUSINESS PROGRAM (JAN 1997)
REPRESENTATIONS.

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7389.

(2) The small business size standard is \$5.0 million in average annual sales or receipts for the preceding three (3) years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned

by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

ARTICLE K-9 52.222-21 CERTIFICATION OF NONSEGREGATED (APR 1984)
FACILITIES

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ARTICLE K-10 52.222-22 PREVIOUS CONTRACTS AND (APR 1984)
COMPLIANCE REPORTS

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

ARTICLE K-11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

ARTICLE K-12 52.223-1 CLEAN AIR AND WATER CERTIFICATION (1984)

The Offeror certifies that:

(a) Any facility to be used in the performance of this proposed contract is ___, is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

ARTICLE K-13 CIN NUMBER (AS 1909 MAR 1997)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS ITS DUNS NUMBER APPLICABLE TO ITS NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE:

CIN OF OFFEROR

Title

Date

ARTICLE K-14 2542.203-71 CERTIFICATION REGARDING FEDERAL (DEC 1992)
EMPLOYMENT

By submitting an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

ARTICLE K-15 2452.209-71 ORGANIZATIONAL CONFLICT OF (APR 1984)
INTEREST CERTIFICATION

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed Government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to

Offeror(s) or Bidder(s)_____possible performance of this procurement.

ARTICLE K-16 2452.226-70 CERTIFICATION OF STATUS AS A (AUG 1995)
MINORITY BUSINESS ENTERPRISE

Bidder, Offeror or Supplier certifies that he or she ___ is, ___ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

ARTICLE K-17 SIGNATURE BLOCK

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

ARTICLE L-1 52.252-1 SOLICITATION PROVISIONS (JUN 1988)
INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.215-5	Solicitation Definitions	JUL 1987
52.215-7	Unnecessarily Elaborate Proposals or Quotations	APR 1984
52.215-8	Amendments to Solicitations	DEC 1989
52.215-9	Submission of Offers	FEB 1997
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals	FEB 1997
52.215-12	Restriction on Disclosure and Use of Data	APR 1984
52.215-13	Preparation of Offers	APR 1984
52.215-14	Explanation to Prospective Offerors	APR 1984
52.215-15	Failure to Submit Offer	JUL 1995
52.215-16	Contract Award	OCT 1995
52.216-1	Type of Contract.	APR 1984

The Government contemplates award of a Firm Fixed Price Indefinite Quantity contract resulting from this solicitation.

ARTICLE L-2 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

IF THE BIDDER/OFFEROR IS REQUIRED TO COMPLETE AN SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (SEE FAR 52.203-11), THE OFFEROR SHALL OBTAIN THE FORM FROM THE CONTRACTING OFFICER OR CONTRACT SPECIALIST IDENTIFIED IN THE SOLICITATION.

ARTICLE L-3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Housing and Urban Development
New York Administrative Service Center
Boston Contracting Branch
Richard E. Weston, Contracting Officer
10 Causeway Street
Boston, MA 02222-1092

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

ARTICLE L-4 2452.209-70 ORGANIZATIONAL CONFLICTS OF (FEB 1987)
INTEREST NOTIFICATION

(a) It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgement may be biased because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.

(b) Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to: (1) being able to render impartial, technical sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. (Offerors should refer to FAR Subpart 9.5 and HUDAR Subpart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

(c) In the absence of any relevant interests referred to above, offerors shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.

(d) No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

(e) Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

(f) If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

ARTICLE L-5 2452.215-70 PROPOSAL CONTENT (OCT 1995)

(a) Proposals shall be submitted in two separate parts as further described in

paragraphs (b) and (c) below. Each of the parts must be complete in itself so the evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) Proposals shall be submitted in original and four (4) copies of each Part I and four (4) copies of Part II.

(c) Part I - Technical and Management

(1) Prior experience. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) prior and current experience in performing the work and/or providing the deliverables required by the solicitation.

(2) Past Performance. The offeror shall provide evidence of the offeror's past performance in accomplishing work--including meeting delivery dates and schedules--the same as, or substantially similar to, that required by the solicitation. The offeror shall provide references as follows [Contracting Officer insert specific instruction for reference check information required].

(3) Personnel qualifications. The offeror shall provide the names, position descriptions and information to support the qualifications--including relevant experience, specialized training and education--of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

(4) Management Capability. The offeror shall provide evidence of his/her organization's ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and responsibilities and existing commitments of proposed staff.

(5) Technical Capability. The offeror shall provide a detailed description of how he/she proposes to conduct the work required under the proposed contract.

(6) Mandatory Minimum Requirements. The offeror shall provide evidence, including copies of documents, as appropriate of [contracting officer insert description of requirement(s), e.g., licenses, minimum experience, etc., or delete this paragraph if not applicable].

(d) Part II--Business Proposal.

(1) The Offeror shall complete the Representation and Certifications provided in Section K of this solicitation and include them in this Part II.

(2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in this Section L.

ARTICLE L-6 2452.224-70 FREEDOM OF INFORMATION ACT (APR 1984)
NOTIFICATION

Proposals submitted in response to this solicitation are subject to disclosure under the Freedom of Information Act (FOIA). To assist the Department in determining whether or not to release information contained in a proposal in the event a FOIA request is received, offerors may, through clear earmarking or otherwise, indicate those portions of their proposals which they believe should not be disclosed. While an offeror's advice will be considered by the Department in its determination whether to release requested information or not, it must be emphasized that the Department is required by the FOIA to make an independent evaluation as to the information, notwithstanding the offeror's views. It is suggested that if an offeror believes that confidential treatment is appropriate, the basis for this view should be provided, where possible, because general assertions or blanket requests for confidentiality, without more information, are not particularly helpful to the Department in making determinations concerning the release of information under the Act. It should also be noted that the Department is required to segregate disclosable information from non-disclosable items, so particular care should be taken in the identification of each portion of which confidential treatment is requested. Offeror's views concerning confidentiality will be used to aid the Department in preparing its response to FOIA requests. Further, offerors should note that the presence or absence of such comments or earmarking regarding confidential information will have no bearing whatsoever on the evaluation of proposals submitted pursuant to this solicitation, nor will the absence of this earmarking automatically result in greater disclosure.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION M - EVALUATION FACTORS FOR AWARD

ARTICLE M-1 52.215-34 EVALUATION OF OFFERS FOR (MAR 1990)
MULTIPLE AWARDS

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

ARTICLE M-2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

ARTICLE M-3 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE
FACTORS

(a) The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. The Government will award a contract only to offerors whose technical proposals establish that they can meet the minimum needs of the Government. However, among offerors in this category, the Government considers cost or price and technical quality to be of approximately equal value. Furthermore, the proposed cost or price must be considered reasonable, and must reflect the proposed technical approach.

(b) The Government may award a contract to other than the lowest priced offer. Proposals shall first be evaluated from a technical standpoint without regard to proposed prices. The factors and their relative weights to be used to evaluate proposals are set forth below.

ARTICLE M-4 SOURCE SELECTION - FULL DISCUSSIONS

The Department has determined to use the Conventional Source Selection method for this procurement. Under this method source selection will occur after discussions/negotiations of a definitive contract with all offerors in the competitive range. Best and Final offers will be obtained on the basis of firm, written commitments or, when possible, definitive contract documents executed by the offerors.

ARTICLE M-5 TECHNICAL EVALUATION FACTORS

The Offeror will be evaluated on the information submitted in response to Section L, Instructions, Conditions and Notices to Offerors or Quoters. The Offeror may limit the scope of the work programmatically or geographically in response to the request, but the limitations must be based on acceptable subdivision identified in the RFP for this proposal. The technical selection criteria used to evaluate the proposals and the relative importance of each are as follows:

1. Demonstrated experience and successful past performance in closing sales (1-4 units) - 50 points.

Offeror shall demonstrate sufficient recent successful experience in performing closing agent functions in an area of magnitude commensurate with the number of closings expected to be performed under this contract. The proposal shall include a list, with points of contact and telephone numbers, for all Government contracts performed within the last 3 years by offeror, principal officers and affiliates of the offeror. The offeror may also include private sector work as additional references. The Government reserves the right to contact all references provided to verify performance.

2. Management Approach - Quality control, capacity to perform and internal controls - 30 points.

The Offeror shall submit a management plan which thoroughly and completely reflects the offeror's ability and capacity to perform the contract requirement, manage staff and subcontractors, including management of cases in which a conflict of interest (as described in Article H-10 of this solicitation) has been identified and includes a copy of an acceptable quality control plan that the contractor will provide high quality services within the time frames and requirements established in the contract. The management plan shall address conflicting or multiple use of contractor resources: If the offeror has other planned or existing contracts that will require the use of any of the employees identified in the previous factors, then the proposal must describe how such conflicting or multiple uses of those resources will be resolved to avoid impairing the timely, professional and high quality performance of work under the contract. The management plan should also include an organization and staffing plan for this contract describing the special effort to be contributed by each person performing functions under the contract expressed in a percentage of each individual's time utilized under this effort and as a percentage of the entire contract effort (i.e. one person may spend 100% of his/her time on this contract and contribute only 25% of the total contract effort. The quality control plan shall also fully document the offeror's internal controls designed to minimize the potential for misuse of theft of funds related to the sale of the HUD-owned properties.

3. Evidence of adequately staffed, trained and equipped office to provide service to HUD - 20 points.

The Offeror's proposal shall demonstrate the existence of or the ability to establish offices reasonably located in the service area, adequately staffed, trained and equipped to provide service to HUD and its clients. The proposal shall also demonstrate specific

qualifications, knowledge and training obtained or proposed of all company staff, all office staff and any subcontractors who will be performing under the contract, including copies of required certifications, sufficient to determine that the offeror is capable or providing real estate closing/title services in the contract area, including specific knowledge of state and local statutes, laws and regulations applicable to single family closing in the State of Rhode Island.

ARTICLE M-6 PRICE EVALUATION

The Government will evaluate proposed prices by multiplying the unit prices for each performance period by the estimated minimum number of closings (from Section B.3). The total price for each period will be added together to obtain a total evaluated price.

It is the Government's intent to award more than one contract from this solicitation.